

Police { Previous references.
 8-89 72-95
 9-89 74-95
 435-92 45-97
 212-93 125-98
 50-94 126-98
 95-99
 Later references.
 158-00
 297-02
 298-02
 78-03
 79-03
 181-03
 79-06

1900-01

File No. 167-00

191.

Serial Nos. 1-17

(police)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

Part B for

SUBJECT.

Adjustment of the Cost of the Railway
 police employed on S.M.B.

To. Comptroller. No. $\frac{19908}{71847}$ D/30.6.12

Subject.

Records that the cost of the
 police force maintained by the Mysore
 Subur has been afforded to the Accountant
 - general for March 02.

Subject.

Section	<i>notes</i>
File No	<i>notes</i>
Serial No	

The liability of the S.M.Ry. Co. to pay 7/10ths of the cost of Police incurred by the Mysore Durbar on the Nanjangud and Hindupur Railways from the time they were opened for traffic up to the 10th March 1896, the date on which jurisdiction was assumed by the British Government; and whether the S.M.Ry. is still liable to contribute towards the cost of the Police employed on the Mysore-Bangalore section of the Mysore State Railway and on the Nanjangud Railway.

Pending references.

Letter No. 2467, dated 18th May /01 from the 1st Assistant to the Resident forwarding for remarks copy of letter No. 1486 of the 11th April 1901 from the Consulting Engineer for Railways at Bombay; and reminder of 18th May 1901.

/ The subject of the liability of the S.M.Ry.Co. to contribute 7/10ths of the cost of the Police employed on the Mysore State Railway is an old one and has been repeatedly under discussion since 1890. The S.M.Ry. at first repudiated all liability. In 1894 the Government of India ruled that the Durbar should receive as an equitable arrangement 7/10ths of the cost of the Police force for law and order.

actually employed on the Railway from 12th August 1889, and that the Company on the other hand should be allowed a refund of 3/10ths of the cost of all Chowkidars entertained by them for the purposes of watch and ward from the same date.

In pursuance of this order the Board of Directors of the Company paid the amount claimed under protest in 1898.

They endeavoured to reopen the question several times. The history of the whole matter is set forth at length in the ^{printed letter} ~~Memorandum~~ from the Officiating Dewan to the Honourable the Resident Mysore dated 26th November 1900.

On this the Government of India finally decided to adhere to its old decision and thereby directed payment of the cost as claimed by the Durbar.

See No. 1753, dated 1st April 1901, from the 1st Assistant to the Resident in Mysore.

G. no 100. B. file.

2. The Consulting Engineer for Railways at Bombay now ^{raises the question whether} ~~orders~~ the cost of the Nanjangud and Hindupur ^{lines} ~~Railway~~ ^{can be rightly} being included in the payments to be made according to the orders of the Government of India.

See No. 1813/530 dated 29th September Rs. 82966-10-3 being 7/10ths of the cost of the Railway Police from 12th August 1889 to 31st December 1894.

G. no 72 B. file.

This bill included the cost of Police on the Nanjangud and Hindupur Railways from ^{the} time they were opened

P.O. from Mr. Chandy, Assistant
to the Inspector General of Police,
dated 6-12-1899.

G. no 67. (Section B
of the file).

for traffic. The cost of the Police
on the different lines of the Railway,
do not seem to have been separately
kept, and the bills sent to the S.M.Ry
from time to time, showed the total co
on the different lines, the Veswantha
-pur-Hindupur section being included
in the Bangalore-Arsikere section and
the Nanjangud-Mysore section in the
Mysore-Bangalore section. The details
are shown in the lists annexed to the
letter No. 2562/236 dated 24th January
1899 from the Inspector General of
Police.

The Consulting Engineer now takes
exception not only to the inclusion
of the proportionate cost debited to
the Company on account of the Nanjangud and
Hindupur Railways from the time they
were opened for traffic up to 31st De
cember 1894, a claim which has already
been paid, but also to the inclusion of
similar charges in a subsequent bill
for cost of the Police from 1st Janu-
ary 1895 to 10th March 1896 which has
been subsequently sent. He contends
that the claim has always been des-
cribed and understood "as relating to
the Durbar Police employed on the My-
sore Harihar section i.e., the Mysore S.
Railway."

81 no 37 in file B.

In No. 3692/455A-89, dated 30th Octo-
ber 1894, in which the Government of
India first recognized the right of
the Mysore Government for contributio

the Police force is explicitly described as that supplied by the State for the Mysore-Harihar section of the S.M.R.

See No. 74

In resolution No. 1994 of 1899 of the Government of India, overruling the objections once more raised by the S.M.Ry. for payment, it has also been similarly described.

The Inspector General of Police seems to have felt the same difficulty and enquired whether the Nanjangud and Hindupur sections should ^{not} be included in the Bill.

See No. 2252/213 dated 21-12-1898 from the Inspector General of Police.

No. 64-

Thereupon details for the various sections were obtained separately as far as possible and sent to the 1st

See No. 9316/J.1162 dated 9-2-1899 to the 1st Assistant to the Resident. Assistant to the Resident.

G. No. 64. b. file.

There seems to be therefore some force in the contention of the Consulting Engineer that the orders of the Government of India directing the payment of contribution referred ~~only~~ to the Mysore-Harihar section of the Mysore State Railway.

The Consulting Engineer states that S.M.Ry. Co. are only lessees of the Nanjangud and Hindupur Railways, and cannot therefore be liable for the cost of Police employed on the lines.

"The Nanjangud Railway was built as an extension of the Mysore State Railway under clause 57 of the Mysore

Railway contract and remained an integral part of the line up to 10th of June 1892, when it was purchased by the Mysore Government and leased by them to the S.M.Ry. Co.

The Hindupur Railway was constructed out of Durbar funds ^{by} and Durbar agency and subsequently leased by them to the S.M.Ry. Co.

The liability of the S.M.Ry. Co. to bear 7/10ths of the cost of Police employed on the Nanjangud and Hindupur lines therefore seems to depend upon the terms of the contract. Working expenses will also include expenses incurred for the preservation of order and protection of life and property on the Railway line. Section 23 of the agreement entered into by the Secretary of State with the S.M.Ry. Co. which has been held to impose upon the S.M.R. the obligation of contributing towards the cost of the Police maintained on the Railway line seems to favour the claim of the Mysore Government.

There does not seem to be any reason why the S.M.Ry. Co. should cease to be liable subsequently to the 10th March 1896 to contribute towards the cost of the Police employed on the Mysore Bangalore section of the Mysore State Railway, over which the Durbar has still retained jurisdiction. As the claim up to 10th March 1896 has not been as yet satisfied subsequent bills have not probably been sent in.

The liability to pay the proportionate cost of the Police employed on the Nanjangud Railway since the 10th March 1896, depends upon the view that is taken as to the liability of the Company for the cost of previous year on the same line.

The draft of a reply to the Resident will be submitted on the expression of the views held in the matter.

Submitted to Mr. Secy. Govt. Secy.
Rus.
18/11/01

Please get a copy of
the Agreement with the S. & N. W. Co. from the P. W. Secy.
as also a copy of the ~~best~~ agreement whereby the Union for
line was released & then
27.11.01

These references have now been received; and I note ~~separately~~ ~~below~~ their bearing upon the question raised by the Consulting Engineer.

Vide p. 91 of the Printed
Circular -

Section 57 of the Mysore Act of 1881 (August 1881) provides for extension of the Mysore Railway from Mysore to the foot of the Nilgiris and from there to Trincomalee.

It also provides ~~that~~ for the
provision of the said Contract
being applied ^{substantially} to such extensions

~~It is to be noted that the Agreement~~
relating to the Hindonpur and
Nainagode Railway, of the 22nd and 14th Dec. 1899,
it will be seen that Section 22
of each provides for three series
among others being performed by
the Southern Railway and the
"on the same general conditions"
and at the same rate and are
not in fact, as they refer to

Hence it seems to me
that

vide separate note - ^{1/2}
2-12-01

Agreement made this 14th day of December 1899 between the Government of His Highness the Maharaja of Mysore (hereinafter called "the Government") of the one part and the Southern Mahratta Railway Company, Limited, a Joint Stock Company with limited liability having its registered office in London (hereinafter called "the Company") of the other part.

Whereas a portion of the line of Railway from Mysore to Nanjangud (hereinafter referred to as the "Nanjangud Railway")—has been constructed by the Government and forms part of the Mysore State Railway;

And Whereas the Government and the Company have agreed that the Company shall maintain and work the Nanjangud Railway upon the terms and conditions hereinafter contained;

Now these presents witness and it is hereby mutually agreed and declared by and between the parties hereto as follows:—

1. Throughout this Agreement, unless otherwise stated, or unless there is something repugnant in the context, the following terms are to have the meaning set opposite to each of them respectively, namely:— **Definitions.**

- (a) The expression "The Government" means the Government of His Highness the Maharaja of Mysore, their successors in office and assigns.
- (b) "The Company" means the Southern Mahratta Railway Company, - Limited, their successors and assigns.
- (c) The "Nanjangud Railway" means the Railway from Mysore to Nanjangud.
- (d) The "Consulting Engineer" means the Consulting Engineer to the Government of Bombay and his successors in office.
- (e) "The Resident" means the British Resident in Mysore and his successors in office.
- (f) The "State Engineer" means the Head of the State Public Works Department of the Government in the Railway Branch, and his successors in office.

(g) "Mysore Contract" means the contract dated the 31st day of August 1887, and made between the Secretary of State for India in Council and the Southern Mahratta Railway Company, Limited, and relating to the Mysore State Railway.

(h) "New Minor Works" means new minor works the expenditure on which is chargeable to Revenue, as defined in clause 48 (1) of the Mysore Contract.

(i) "The Company's Railway System" shall mean and include the entire system of Railways worked by the Company, including the Nanjangud Railway.

Duration of Agreement.

2. This Agreement shall be taken to have commenced and come into force as from the 1st day of December 1891 and shall be and remain in force until the 30th day of June 1900 and shall be terminable then or on the 1st day of January or the 1st day of July in any year thereafter on 6 months' notice in writing being given by either party to this Agreement to the other, but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken. If not terminated sooner, this Agreement will terminate, without prior notice, on the date on which the Mysore Contract may terminate.

Completion of Works.

3. The Nanjangud Railway (including the Stations, Station-buildings, Sidings, Furniture, Weighing-machines, Dwellings for the staff, Level-crossings, Signals, Signal lamps, Watering arrangements and all other necessary Station machinery and appliances for working the Railway, together with any additions thereto, which may from time to time be found necessary) shall be thoroughly made, finished and equipped by the Government at its own cost.

Inventory.

4. An inventory of the Nanjangud Railway and of the works, plant and machinery connected therewith as well as any supplements to such inventory as may from time to time be necessary shall be made, signed and delivered by the Company to the Government.

Stores Account.

5. The Company shall make up and deliver to the Government an account of all such stores delivered to the Company on the 1st day of December 1891 and of the value of such stores, the value thereof (except in those cases, if any, in which a different value is agreed upon by the Government and the Company) shall be taken as entered in the accounts of the Nanjangud Railway.

6. During the continuance of this Contract, the Company shall maintain the Nanjangud Railway together with the plant and machinery and keep the same in good repair and good working condition and supplied with sufficient rolling stock, plant and machinery as if it were part of the Company's Railway System, and shall do all in their power to develop the traffic on the Nanjangud Railway and shall manage, use and work the Nanjangud Railway and shall convey traffic thereon.

Responsibility of Company.

7. No new works chargeable to capital shall be commenced until the approval of the Government has been first had and obtained in writing, and the necessary funds have been supplied to the Company for their construction by the Government.

Construction of New Works.

8. The Government will provide for the Company any land that may at any time be required for the Nanjangud Railway.

Land.

9. All correspondence connected with the working of the Nanjangud Railway under any of the clauses of this Agreement shall, so far as questions affecting principles and important matters are concerned, be conducted between the Government and the Company's Agent for the time being through the medium of the Resident in Mysore and the Consulting Engineer, but in ordinary matters the Government shall, if it desires to do so, correspond with the Company's Agent through their own officials.

Mode of communication between parties.

10. The Company shall execute such new minor works as may from time to time be necessary, after having first obtained the sanction of the Government for so doing.

Construction of New Minor Works.

11. During the continuance of this Agreement, the whole of the Rolling Stock, including Locomotives, Carriages, Wagons, Sheets and all other appliances for the proper equipment and efficient working of the Nanjangud Railway, shall be provided by the Company free of charge to the Government.

Rolling Stock.

12. The Company shall have the entire control of the Train and Traffic arrangements of the Nanjangud Railway, and shall, during the continuance of this Agreement, cause to be run upon the Nanjangud Railway, or such portion thereof as for the time being shall have been opened for public traffic, so many trains, at such times, at such rates of speed, between such places, and with such conveniences and accommodation, as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Government, and provided that at least one train shall be run daily throughout the entire length in each direction.

Control of Traffic.

Staff.

13. The Company shall provide the whole of the Staff required for the efficient working and maintenance of the Nanjangud Railway, together with all materials, stores, &c., required for such purpose.

Telegraph.

14. The Company shall arrange with the Government of India, or otherwise, for the supply and maintenance of the requisite Telegraphs and Telegraph appliances, and payments on account of rental and maintenance shall form part of the working expenses of the Company's Railway System and the Nanjangud Railway as defined in clause 1 herein; and the necessary equipment of the Telegraph Offices at Stations, together with any additions thereto, which may from time to time be found necessary, shall be provided, finished and equipped at the cost of the Government.

Accounts.

15. The Company shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Nanjangud Railway or the business thereof or any of the matters or things included or referred to in this contract so as at all times to exhibit fully and truly the state of its affairs in relation thereto, and the Government or any person or persons appointed by them in their behalf shall at all reasonable times have free access to all the books, accounts, papers and documents of the Company relating to the Nanjangud Railway with power to call for or make copies of or extracts from the same. And the Government shall always have power to inspect any new works under construction through the State Engineer or other Officer.

Revenue Account.

16. The Company shall keep a separate Revenue Account of the Nanjangud Railway containing an account of the gross receipts of the said section, and an account of the working expenses thereof, calculated in manner hereinafter provided.

Working Expenses.

17. The working expenses of the Nanjangud Railway shall be arrived at in the following manner:—At the end of each half year the total expenses of working and maintaining the whole of the Company's Railway System shall be ascertained, and from the total sum there shall be deducted the expenditure on new minor works which shall be debited direct to each of the Railways to which the works appertain, and the balance shall be divided between the Nanjangud Railway and the other railways comprised in the Company's Railway System in the proportion which the gross receipts of the Nanjangud Railway bear to the gross receipts of such other railways; and the sum so ascertained; added to the cost of new minor works, shall be deemed to

working expenses of the Nanjangud Railway for half year.

18. For the purposes of the two preceding clauses the Company shall be deemed to have worked the Nanjangud Railway from the 1st day of December 1891.

19. From the gross receipts of the Nanjangud Railway for each half year, the working expenses (ascertained as provided by clause 17) shall be deducted; and the residue shall be paid by the Company to the Government.

Profits to Government.

20. (a) The rates and fares charged for the conveyance of goods, coaching and passenger traffic on and over the Nanjangud Railway shall be subject to the general provisions of the Mysore Contract in this behalf. The ordinary rates and fares charged shall be on the same mileage scale as is charged on the other lines either worked or owned by the Company. Special rates and fares shall not exceed the maximum nor be less than the minimum prescribed for the Railways of the British Government worked by the Company.

Rates and Fares.

(b) Subject to the provisions of sub-clause (a) all through rates and fares shall be divided between the Nanjangud Railway and the other railways comprised in the Company's Railway System in mileage proportion, after deducting terminals, if any.

(c) The same terminals shall be charged on the Nanjangud Railway as shall for the time being be in force on other railways worked by the Company; but, except when specially sanctioned by the Government of India, no terminal charge shall exceed 3 pies per maund, nor shall be levied elsewhere than at the station of origin or the station of destination.

21. The Company shall not, as between members of the public or railway administrations, make or give any undue or unreasonable preference or advantage to or in favour of any particular person or railway administration, or any particular description of traffic, or subject any particular person or railway administration to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

22. All services which on the Nanjangud Railway the Government of India or the Government shall require the Company to perform for the Post Office, the Military Department, the Police Department or any other Department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office

Special Service.

Act or Acts for the time being in force in India), the conveyance of Post Office servants when on duty, the conveyance of troops and sailors, Military and Naval establishments, horses and other animals used for Military purposes, Military stores and equipments, the conveyance of prisoners and paupers, the conveyance of Telegraphic instruments, officers and workmen, and of any public conveyance whatever, inclusive of stores for any other State Railway, shall be performed by the Company on the same general conditions and at the same rates and under the same conditions as may for the time being be in force under the Mysore Contract.

Transfer of possession.

23. Upon the determination of this Contract under clause 2 herein, the Company shall give to the Government possession of the Nanjangud Railway together with the plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract, and all plants, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with the Nanjangud Railway and all other property (if any) belonging or appertaining thereto, and shall pay to the Government all moneys in the possession of the Company on account of the Nanjangud Railway. And after such possession shall have been given and after all moneys which under this contract shall have become payable to the Government shall have been duly paid, the Government shall be bound to indemnify the Company its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Nanjangud Railway and which shall be then subsisting.

Transfer of Stores.

24. Upon the termination of this Contract, the working stores appertaining to the Nanjangud Railway which may have been provided by the Company shall, if mutually agreed, be taken over by the Government at a valuation to be determined by mutual agreement, or, if necessary, by arbitration.

Arbitration.

25. In the event of any difference of opinion arising upon any of the terms of this Agreement between the Government and the Company, the matter shall be either decided by arbitration under the terms of the Mysore Contract, or referred through the Bombay Government to the Government of India whose decision shall be final and binding on both parties.

Supplementary to Mysore Contract.

26. This Agreement shall be understood as far as may be as supplementary to the provisions contained in the Mysore Contract and the said provisions shall apply as far as may be to all matters not expressly provided for herein.

In witness whereof the Dewan of Mysore, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, has hereunto set his hand, and the Agent of the Southern Mahratta Railway Company, Limited, acting for and on behalf of the said Company, has hereunto set his hand the day and year first above written.

Signed, sealed and delivered by

(Sd.) K.² SHESHADRI IYER,
Dewan of Mysore.

In the presence of
(Sd.) A. SIVAGNANUM.

Signed, sealed and delivered by

(Sd.) J. BURN MURDOCH, MAJOR, R. E.,
*Agent, Southern Mahratta
Railway Company.*

In the presence of
(Sd.) W. FOOTE,
Personal Assistant to Agent.

[11th June 1899.]

An Agreement, made this second day of December 1899 between the Government of His Highness the Maharaja of Mysore (hereinafter called "the Government") of the one part and the Southern Mahratta Railway Company, Limited, a Joint Stock Company with limited liability having its registered office in London (hereinafter called "the Company") of the other part.

And Whereas a portion of the line of Railway from Yesvantpur to Guntakal *via* Hindupur and Dharmavaram—namely the portion from Yesvantpur to the frontier of the State (hereinafter referred to as the "Hindupur Railway")—has been constructed by the Government and forms part of the Mysore State Railway;

And Whereas the Government and the Company have agreed that the Company shall maintain and work the Hindupur Railway upon the terms and conditions hereinafter contained;

Now these presents witness and it is hereby mutually agreed and declared by and between the parties hereto as follows:—

1. Throughout this Agreement, unless otherwise stated, or unless there is something repugnant in the context, the following terms are to have the meaning set opposite to each of them respectively, namely:—

Definitions.

- (a) The expression "The Government" means the Government of His Highness the Maharaja of Mysore, their successors in office and assigns.
- (b) "The Company" means the Southern Mahratta Railway Company, Limited, their successors and assigns.
- (c) The "Hindupur Railway" means the Railway from Yesvantpur to the frontier of the State, forming a portion of the Yesvantpur-Guntakal Railway *via* Hindupur and Dharmavaram.
- (d) The "Consulting Engineer" means the Consulting Engineer to the Government of Bombay and his successors in office.
- (e) "The Resident" means the British Resident in Mysore and his successors in office.
- (f) The "State Engineer" means the Head of the State Public Works Department of the Government in the Railway Branch, and his successors in office.

- (g) "Mysore Contract" means the contract dated the 31st day of August 1887, and made between the Secretary of State for India in Council and the Southern Mahratta Railway Company, Limited, and relating to the Mysore State Railway.
- (h) "New Minor Works" means new minor works the expenditure on which is chargeable to Revenue, as defined in clause 48 (1) of the Mysore contract.
- (i) "The Company's Railway system" shall mean and include the entire system of Railways worked by the Company, including the Hindupur Railway.

Duration of Agreement.

2. This Agreement shall be taken to have commenced and come into force as from the 17th day of September 1893 and shall be and remain in force until the 31st day of December 1904 and shall be terminable then or on the 1st day of January or the 1st day of July in any year thereafter on 12 months' notice in writing being given by either party to this Agreement to the other, but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken. If not terminated sooner, this Agreement will terminate, without prior notice, on the date on which the Mysore contract may terminate.

Completion of Works.

3. The Hindupur Railway (including the Stations, Station-buildings, Sidings, Furniture, Weighing-machines, Dwellings for the staff, Level-crossings, Signals, Signal lamps, Watering arrangements and all other necessary Station machinery and appliances for working the Railway, together with any additions thereto, which may from time to time be found necessary) shall be thoroughly made, finished and equipped by the Government at its own cost.

Inventory.

4. An inventory of the Hindupur Railway and of the works, plant and machinery connected therewith as well as any supplements to such inventory as may from time to time be necessary shall be made, signed and delivered by the Company to the Government.

Stores account.

5. The Company shall make up and deliver to the Government an account of all such stores delivered to the Company on the 17th day of September 1893 and of the value of such stores, the value thereof (except in those cases if any in which a different value is agreed upon by the Government and the Company) shall be taken as entered in the accounts of the Hindupur Railway.

6. During the continuance of this contract, the Company shall maintain the Hindupur Railway together with the plant and machinery and keep the same in good repair and good working condition and supplied with sufficient rolling stock, plant and machinery as if it were part of the Company's Railway system, and shall do all in their power to develop the traffic on the Hindupur Railway and shall manage, use and work the Hindupur Railway and shall convey traffic thereon.

**Responsibility of
Company.**

7. No new works chargeable to capital shall be commenced until the approval of the Government has been first had and obtained in writing, and the necessary funds have been supplied to the Company for their construction by the Government.

**Construction of New
Works.**

8. The Government will provide for the Company any land that may at any time be required for the Hindupur Railway.

Land.

9. All correspondence connected with the working of the Hindupur Railway under any of the clauses of this Agreement shall, so far as questions affecting principles and important matters are concerned, be conducted between the Government and the Company's Agent for the time being through the medium of the Resident in Mysore and the Consulting Engineer, but in ordinary matters the Government shall, if it desires to do so, correspond with the Company's Agent through their own officials.

**Mode of communi-
cation between
parties.**

10. The Company shall execute such new minor works as may from time to time be necessary, after having first obtained the sanction of the Government for so doing.

**Construction of
New Minor Works.**

11. During the continuance of this Agreement, the whole of the Rolling Stock, including Locomotives, Carriages, Wagons, Sheets and all other appliances for the proper equipment and efficient working of the Hindupur Railway, shall be provided by the Company free of charge to the Government.

Rolling Stock.

12. The Company shall have the entire control of the Train and Traffic arrangements of the Hindupur Railway, and shall, during the continuance of this Agreement, cause to be run upon the Hindupur Railway, or such portion thereof as for the time being shall have been opened for public traffic, so many trains, at such times, at such rates of speed, between such places, and with such conveniences and accommodation, as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Government, and provided that at least one train shall be run daily throughout the entire length in each direction.

Control of Traffic.

Staff.

13. The Company shall provide the whole of the staff required for the efficient working and maintenance of the Hindupur Railway, together with all materials, stores, &c., required for such purpose.

Telegraphs.

14. The Company shall arrange with the Government of India, or otherwise, for the supply and maintenance of the requisite Telegraphs and Telegraph appliances, and payments on account of rental and maintenance shall form part of the working expenses of the Company's Railway system and the Hindupur Railway as defined in clause 1 herein; and the necessary equipment of the Telegraph Offices at Stations, together with any additions thereto, which may from time to time be found necessary, shall be provided, finished and equipped at the cost of the Government.

Accounts.

15. The Company shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Hindupur Railway or the business thereof or any of the matters or things included or referred to in this contract so as at all times to exhibit fully and truly the state of its affairs in relation thereto, and the Government or any person or persons appointed by them in their behalf shall at all reasonable times have free access to all the books, accounts, papers and documents of the Company relating to the Hindupur Railway with power to call for or make copies of or extracts from the same. And the Government shall always have power to inspect any new works under construction through the State Engineer or other officer.

Revenue Account.

16. The Company shall keep a separate Revenue Account of the Hindupur Railway containing an account of the gross receipts of the said section, and an account of the working expenses thereof, calculated in manner hereinafter provided.

Working Expenses.

17. The working expenses of the Hindupur Railway shall be arrived at in the following manner:—At the end of each half year the total expenses of working and maintaining the whole of the Company's Railway system shall be ascertained, and from the total sum there shall be deducted the expenditure on new minor works which shall be debited direct to each of the Railways to which the works appertain, and the balance shall be divided between the Hindupur Railway and the other railways comprised in the Company's Railway system in the proportion which the gross receipts of the Hindupur Railway bear to the gross receipts of such other railways; and the sum so ascertained, added to the cost of new minor works, shall be deemed to

be the working expenses of the Hindupur Railway for such half year.

18. For the purposes of the two preceding clauses the Company shall be deemed to have worked the various portions of the Hindupur Railway from the respective dates following; that is to say:—

The portion from Yesvantpur to Dodballapur from the 15th day of December 1892.

The portion from Dodballapur to the Mysore Frontier from the 17th day of September 1893.

19. From the gross receipts of the Hindupur Railway for each half year the working expenses (ascertained as provided by clause 17) shall be deducted; and the residue shall be paid by the Company to the Government.

Profits to Government.

20. (a) The rates and fares charged for the conveyance of goods, coaching and passenger traffic on and over the Hindupur Railway shall be subject to the general provisions of the Mysore contract in this behalf. The ordinary rates and fares charged shall be on the same mileage scale as is charged on the other lines either worked or owned by the Company. Special rates and fares shall not exceed the maximum nor be less than the minimum prescribed for the Railways of the British Government worked by the Company.

Rates and Fares.

(b) The Company may book and carry all traffic by any route at its discretion; provided that when the Hindupur Railway forms part of the shortest route, it shall be credited with the earnings as if the traffic had been carried by the shortest route of which it formed a part, at the rates and fares prescribed in sub-clause 20 (a).

(c) Subject to the provisions of sub-clauses (a) and (b), all through rates and fares shall be divided between the Hindupur Railway and the other railways comprised in the Company's Railway system in mileage proportion, after deducting terminals, if any.

(d) The same terminals shall be charged on the Hindupur Railway as shall for the time being be in force on other railways worked by the Company; but, except when specially sanctioned by the Government of India, no terminal charge shall exceed 3 pies per maund, nor shall be levied elsewhere than at the station of origin or the station of destination.

21. The Company shall not, as between members of the public or railway administrations, make or give any undue or unreasonable preference or advantage to or in

favour of any particular person or railway ,
or any particular description of traffic, or subject any
particular person or railway administration to any undue
or unreasonable prejudice or disadvantage in any respect
whatsoever.

Special service.

22. All services which on the Hindupur Railway the Government of India or the Government shall require the Company to perform for the Post Office, the Military Department, the Police Department or any other Department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India), the conveyance of Post Office servants when on duty, the conveyance of troops and sailors, Military and Naval establishments, horses and other animals used for Military purposes, guns, Military stores and equipments, the conveyance of Police prisoners and paupers, the conveyance of Telegraph stores, instruments, officers and workmen, and of any public stores whatever, inclusive of stores for any other State Railway, shall be performed by the Company on the same general conditions and at the same rates and under the same conditions as may for the time being be in force under the Mysore contract.

Transfer of possession.

23. Upon the determination of this contract under clause 2 herein, the Company shall give to the Government possession of the Hindupur Railway together with the plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract, and all plants, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with the Hindupur Railway and all other property (if any) belonging or appertaining thereto, and shall pay to the Government all moneys in the possession of the Company on account of the Hindupur Railway. And after such possession shall have been given and after all moneys which under this contract shall have become payable to the Government shall have been duly paid, the Government shall be bound to indemnify the Company its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Hindupur Railway and which shall be then subsisting.

Transfer of Stores.

24. Upon the termination of this contract, the working stores appertaining to the Hindupur Railway which may have been provided by the Company shall, if mutually agreed, be taken over by the Government at a valuation to be determined by mutual agreement, or, if necessary, by arbitration.

25. In the event of any difference of opinion arising upon any of the terms of this Agreement between the Government and the Company, the matter shall be either decided by arbitration under the terms of the Mysore contract, or referred through the Bombay Government to the Government of India whose decision shall be final and binding on both parties.

Arbitration.

26. This Agreement shall be understood as far as may be as supplementary to the provisions contained in the Mysore contract and the said provisions shall apply as far as may be to all matters not expressly provided for herein.

**Supplementary to
Mysore contract**

In witness whereof the Dewan of Mysore, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, has hereunto set his hand, and the Agent of the Southern Mahratta Railway Company, Limited, acting for and on behalf of the said Company, has hereunto set his hand the day and year first above written.

Signed and sealed and delivered by

(Sd.) K. SHESHADRI IYER,
Dewan of Mysore.

In the presence of
(Sd.) A. SIVAGANEM.

(Sd.) J. BURN MERDOCH, MAJOR, R. E.,
*Agent, Southern Mahratta
Railway Company.*

In the presence of
(Sd.) W. FOOTE,
Personal Assistant to Agent.

[11th June 1899.]

Memo

The Mysore State Railway was transferred to the Southern Mahratta Railway Company on 1st July 1886. No separate Railway Police was then in existence but constables from the nearest Police Station used to be deputed to do duty at the Railway station at train times to preserve order and prevent the commission of offences. The same plan was followed until a separate Railway Police with Mr. Hardie as Assistant Commissioner in charge was organized in August 1889.

According to clause 23 of the Contract entered into by the Southern Mahratta Railway

Company, they are liable for 7/10^{ths}.
? the cost of Police incurred by
a State for the purpose of pre-
serving law and order on the
lines opened for traffic.

Accordingly the Durbar for-
warded for ^{adjustment} ~~adjusted~~ a bill
No 7708-6-10 representing
a Company's share of the cost
of Police force employed from
1st July 1886 upto the 31st July

1889. In reply the Resident,
in a Demi Official ^x dated the

10th September 1889 enquired
whether the policemen detailed
on duty on the open line of the
Mysore State Railway ^{were} ~~are~~ only
District Police posted at the Rail-
way stations in the same way
that they would be at other im-
portant places for purposes of

S No 2

S No 4.

S. No. 10

law and order only or whether
was intended to consider
them as Railway Police having
District status under the con-
tract with the S. M. R. Co. for
working the line. The Durbar
replied^x that the Police force
in question did not form part
of the District or Rural police
and that though they were
transferred to the Railway
from the District Police, they
had been seconded on the
latter establishment and
submitted substitutes were
employed on full pay and the
reiterated their claim for 7/10
Cost of the Force; to which the
First Assistant to the Resident
stated^x that the Durbar had
no claim to recover anything
from the Southern Maharashtra Railway
Company

S. No. 12

company on account of the cost of the railway police and that the President had explained the state of the case verbally to the Dewan.

Subsequently when the Dewan visited Bombay in the early part of the year 1891, he was enabled, by an arrangement kindly made by Col. Oliver St. John, to examine the Mysore State Railway accounts at the Bombay D.P.W. Secretariat and on such examination

he ascertained that ordinary Railway Police was paid for in part by the Railway in accordance with contract throughout the entire system, that there was no reason whatever for the omission of a similar charge from the Mysore State Railway and that the Bombay Government would regard such

x .
S. Nos 14 & 15.

S. No. 13.

or a charge as nothing out of the way. Under such circumstances, the Durbar again urged the early adjustment of the Company's share of Police charges, stating that they had waived their claim for contribution out of deference to the very strongly expressed opinion of Sir Oliver St John and "under the belief that the Southern Mahratta Railway Company does not pay any such contribution to the British Government in respect of their Railway lines in British India which have been constructed and are being worked on a contract similar in terms to that relating to the Mysore State Railway."

In reply, the First Assistant
to the Resident forwarded an extra

for a letter from the Consulting
Engineer of Railways, Bombay,
~~communicated~~ dated 12th July 1893,
forwarding a copy of letter of the 5th
June from the Agent, Southern Mah-
atla Railways, disallowing the
Durbar's claim for ~~and share~~ the
cost of the Railway Police, and
requested the Durbar to furnish
the Resident with a full statement
of the grounds on which such
claim is made.

(No 33)

Accordingly the following memo
which was drawn up by the
Durbar & which contains a full
statement of the grounds on which
the Durbar's Claim for 7/10ths of the
cost of the Railway Police is based,
was sent to the Resident with
this office letter N^o ^x3323 dated
8.7.23-92
17th August 1893: -

S. No 34

The matter then went up to the Govt of India who decided that the Durbar should receive as an equitable arrangement $\frac{7}{10}$ ths of the cost of the Police force for law and order actually employed on the railway from 12th August 1889 and that the Company on the other hand should be allowed a refund of $\frac{3}{10}$ ths of the cost of all Chowkidars entertained by them for the purposes of watch and ward from the same date. (vide letter No. 3692^x
455 A-89

^x
S.No-37

dated the 30th October 1894 from the Joint Assistant to the Resident in Mysore).

In accordance with the above decision, bills were prepared from 12th August 1889 up to 31st December 1894 and forwarded

to the Residency for transmission
to the Consulting Engineer of
Railways for payment.

The bills were outstanding for
a long time. At last on 19th
March 1898, the 1st Asst to the
Resident informed that the Agent
in the Mahratta Railway Co,
was asked to pay the amount
of the bills, by the Consulting Engineer
for Railways at Bombay on 26th
January last and requested
that he ~~may~~^{might} be informed
~~when~~^{where} of such payment ^{had been made.} The

payment was made in June
1898 and on the 8th July
1898 the Durbar received a
letter^x from the Res. First Assistant
to the Resident stating that
~~arrangement~~ arrangements were
made for the payment of the
long outstanding claims from

S. N^o 56 + 73

12th August 1889 to 31st December
1894, on the Condition that the Dur-
bar would be prepared to pay
the Southern Maharashtra Railway
Company such sum, if any, as
the Govt of India might see
fit to award on any further
representation which the Company
might make to Government.

Since the date of payment, the
Southern Maharashtra Railway
Company have been representing
to the Govt of India that the
charges incurred by the Durbar
^{were} ~~are~~ very heavy and that they
would be willing to ~~pay~~ ^{accept}
a reasonable charge for Police
supervision as the Govt of India
might see fit to award on
re-consideration; to which the
Govt

govt of India have replied through
their Secretary in the P.W. Depart.
ment, (No. 483-R.E of 7-8-1899)

that on a careful examination
of the figures they find "that the
charges debited for the years 1889-94
^{can}
~~not~~ hardly be held to have been
excessive" and that there do not
appear to be good grounds for
such complaint. The above

order was communicated to the
Subbar by the First Assistant
to the Resident with his Endorse-
ment No. $\frac{4723}{455-89}$ dated the 24th --

October 1899.

Subsequently on 23rd March 1900,
the Consulting Engineer of Rail-
ways, Bombay, forwarded for
adjustment a bill for Rs 7415-8-6

x
S. No 74.

x
S. No 76

S No-79

representing the $\frac{3}{10}$ ths (or the Durbar's share) of the wages of watch and ward employed and paid by the ^{S.M. Ry} Company from the 12th August 1889 to the 31st December 1894. The amount was paid at once. (vide this office letter No- $\frac{803}{991}$ dated 18th July 1900).

S No 89

Next the Durbar, in letter No- $\frac{3254}{9340}$ dated 31st August 1902 forwarded to the Residency, two statements, one showing the details of the cost of the Police force maintained on the Bangalore - Harihar Section of the Southern Maharashtra Railway from 1st January 1895 up to the date of transfer of the jurisdiction ^{over} ~~on~~ Railway lines to the British

British Government and ~~the~~
~~other~~ another, showing the cost
of Police Force maintained on
the Kolar Gold Fields Branch
from August 1894. No reply
has yet been received from the
Residency on the subject.

Meanwhile the Southern Mahatta
Railway Company seems to have gone back to the old
pricked ~~the old~~ sore. In his
present letter dated the 29th October
1900, the First Assistant to
the Resident says that the
Company have made a further
representation to the Govt of
India in which, ^{it is stated that} ~~they~~ though
they have good grounds for
objecting to pay any share of
the cost of the Police for that
period, ^{from 12th Aug 1894 to 31st Dec 94.} they are however willing
to compromise the matter by

It is stated that clause 76 of the Contract provides for ⁺ arbitration in the event of any dispute but the Resident says the arbitration in the present case need not be of the formal... character then contemplated.

...are half of the amount paid under protest and that the Govt of India are unwilling to pass any orders which would have the effect of reversing their previous decision without first ascertaining the views of the Durbar and have therefore expressed ~~express~~ wish to know whether the Durbar are willing that it should be decided ⁺ by arbitration of a private and not too official character. A personal discussion between a representative of the Board on the one side & a member of the Durbar on the other with the Resident as umpire would, the Govt of India think, probably settle the matter.

Subd for ades.

SR
8/11/1900

8/11/00
578

Subd. to 2nd Council.
K/R 8/11/00

This is ^{your} ~~secretly~~ ^{proven} that I am competent to deal with. Kindly place it before the P & Dewan

16/02/1999

Rec'd 14/1/22

В. Р. Мухомов

Subd to the Offg Dewan of

15397
This is a Police
gr - appealing to 2 (as
Pulphes. It is no doubt
an important matter
which has become
beyond an ultimate
desperate; but the length
emphasizes many faces the
deserve with his con-
viction. If he has no
former record I will
despair of it -
myself -

1671/1902

Re-subd to the 2^d of

R-7.25Am.

16. 11. 00

578

16/11/00 16/11

It will be seen that what
the Presidency wants
is the deputation of

a representative of
the Darbar to settle
by personal discussion
with the representative
of the Railway interest
with the President of
Unipure the question
of how much of the
cost of the Railway
Police should be borne
by the Railway Company.
The question has been
settled before by an order
of the Govt of India. It
is proposed to reopen
it now. The question involves
a matter of delicate negotiation
with the Presidency
Govt. Only the Hdg of the
Admin is competent
to handle. The President

18/11/1900-

~~He~~ wants a member
of the Darbar to be named
This is a matter for the
offg Dewan to deal with.
also the initial question
whether he thinks the question
of charges is one that could
be reopened after the Govt
of India had pronounced an opinion on it finally.

Subd to the Offy Secan of
19/11/00
19/11-

Draft also for appl. K
26-11-00.

~~Parent~~ Done on 20-11-00.

Office Note Continued.

In reply to the above the Secretary for Railways now reports that he is of opinion that under clauses 23 & 26 of the Working Agreements, the Southern Mahratta Railway Company should bear $\frac{7}{10}$ ^{ths} of the Police charges on the Bangalore-Hindupur and Nanjunge Railways, and that the presumption drawn in para 9 of the Consulting Engineer's Report does not seem to be based on correct grounds.

These replies were received subsequently.

The replies of the Sd/- of Police and the Comptroller, may perhaps be awaited -
Submitted for orders

Draft as ordered
by the Dewan sub-
mitted for appro-
val -

30/3/1902

970
2231.3.02

Draft passed & issued.

Section 23 of the "Mysore Contract" of 31st Aug-1887, provides that $\frac{7}{10}$ ths of the cost of providing and maintaining the aggregate force of police employed in relation to the undertaking (or any part or parts thereof) should be borne by the S. M. R. Co.

The expression "the undertaking" as defined in Section 1 meant practically the line from Mysore to Gubbi then open and the projected extension from Gubbi to Harihar.

But Section 57 provided for certain extensions of the Mysore Railway being constructed by the Company, two of such extensions being (1) from Mysore to the foot of the Nilgiris and (2) from Tumkur to Hindupur.

Same Section declared that in the event of any such extension being decided, the Contract (of 31st Aug 1887) should be ~~and~~ take effect ~~as if the Co. had been agreed to the same~~ as regards that extension.

The Nanjangud Rail it appears from para 59 R

Smithy Spicer's letter, was built under the above clause. Consequently, it seems to follow that the provision about Police charges contained in S. 23 ^{also} should be applicable to that line.

Further, the Agreement of 14th Decr. 1899 regarding the Nanjangud Railway was in force between the 1st Decr. 1891 and 30th June 1900. Under S. 22 of this Agreement, it was provided that all Police services rendered by the Company was to be performed on the same general conditions and at the same rates and under the conditions as in force under the Mysore Contract. Also S. 26 declared that the Nanjangud Agreement should be understood as supplementary to the Mysore Contract, and that the provision in the latter should apply to all matters not expressly provided in the former.

The Hindupur Railway, appears, on the other hand, to have been constructed out of Government funds by the Mysore Agency (vide Smithy Spicer's letter). At the Agreement of 14th Decr. 1899 by which this line was leased to the S. D. Co., and which Agreement

To be submitted to
the Dewan ^{with draft} ~~after~~
~~some~~ of the letters
noted below.

6/12/1901 Huy

I think so
too
Huy

Inquire.
Huy
6/12

Please draft
letters to both men
showing reasons in
support of the claim &
asking for opinions.

6/12/1901 Huy

Came into force retrospectively
on the 17th Sept. 1893, ^{under}
the same provisions as to its
relation to the Mysore Contract
as the Nanjangud Agreement
(Vide its sections 22 & 26) -

Under these circumstances
and in the absence of other
data, I am led to think
that we ~~are~~ were quite right
in including the office charges
^{incurred} on these lines in the bill
sent in by us.

// The presumption drawn
in para 9 of the Council's previous
letter does not seem to be based
on correct grounds. The Comptroller
may, however, be asked to
state why he has not sent in
any bills subsequent to the 10th
March 1896 in respect of the
Mysore - Nanjangud & the Nanjangud
Jore Railways.

// On the whole question, I think
all it seems sensible to
consult the Railway Secy.
and the Insp^r Genl of Bd
(as suggested in my note of 31-5)
before sending a final reply
to the Resident
(To Secy.)

Dewan's order on draft.

"

This may now be issued.

Without waiting for the reply

"let a reply be drafted on

"the lines of Mr Chandrasekhar

"Aiyar's reasoning, which

"appears to me to be quite

"sound, and subd for order

"early." (J²) P. N. K

17.3.02

Draft issued to Railway

Secr. & Secy of Secy

(Vide N no. 106)



urgent

BANGALORE.

Nov. 23rd 1900

Dear Mr. Munro Chetty

The Government of India

are anxious for an early

answer to the Enquiry

contained in my letter
No 558⁸9 dated the 29th the
October as whether the

Robertson are willing that
the loss of the insurance
due by the J. R. R.
for their charges should
be settled by arbitration
of a private and not
too official character.

They have asked for a
reply by the 7th December.

Charles Robertson believes that

you will be able to let

him have an answer if

possible by the 15th December

Yours faithfully
H. J. R.



BANGALORE.

Nov. 24th 1895

Dear Colonel Campbell

Enclose a do. which
I wrote yesterday to Mr.

Mr. Munro. He says to Mr.

he has gone to Mysore

Will you open it &

of the necessary papers before

him? It is only a request

that the matter of the

Smith Policy suggested

arbitration may if possible

be settled by the 1st Dec

Yours sincerely
D. M.

Transferred to the Secretary
Revenue and General Dept.
for disposal. The Presidency
letter No. 5509 dated the 29th
ultimo has not been
received in this Office.

Encl. ~~Encl.~~ Cool
Secretary for Railways
24.11.1900

Wm. L. & Offy. Secy
to Mysore Ill.
Subd. The file was 24/11/00

Bangalore

24th Novbr. 1900.

Dear sir,

Referring to your Memo of
today transferring to the General
Department the First Assistant
Residents D.O., regarding the adjust-
-ment of the cost of the Police em-
ployed on the S.M. Railway, I beg to
state that I have wired to the Offg.
Dewan on the subject, and am also
sending him the D.O., by the first
train tomorrow.

I am &ca.,

Sd/- L. Anantasami Rao
Offg. Secretary.

Col. D. McNeil Campbell R.E.

Surat
24/11/00

7/b

Bangalore

24th Novbr. 1900.

Dear sir,

Col. McNeil Campbell has transferred to the General Secretariat your D.O., of yesterday to the Offg. Dewan regarding the settlement by arbitration of the question of the cost payable to the Durbar on account of the Police employed on the S. M. Railway. I have wired the purport of your D.O., to Mysore to the Offg. Dewan and will send the D.O. ~~itself~~ to him by the first train tomorrow.

I am &ca.,

Sd/- L. Anantasami Rao-
Offg. Secretary.

H.R.C. Dobbs Esqr.

15636

Memo.

The accompanying letter
to the Resident

No 11-D d 28th
Nov. 1900.

— in re ~~of~~ a

further representation made
by the S. M. R. Co. for
reconsideration of the orders
of the Govt. of India as
regards their share of the
cost of the Railway Office
— is circulated to
Members of Council for
information.

By order

M. Chandrasekhary
for Secy to Govt

1-12-1900

P. N. Krishnamurti Esqre C. I. S. No 482

seen 2-12-00

L. P. Mashava Rao Esqre C. I. S.

8-11-00

8/12/00
405

Seen by Secy

~~Placed in the file~~
10/12/00

2/10/5/1-1
11 to 12 1/2 1/2 1/2 1/2
1/2 1/2 1/2 1/2 1/2
1/2 1/2 1/2 1/2 1/2

Atk. 11/12/00

11/12/00

11/12/00

11/12/00

To
D. C. O.
20/12/00

Section.		
No.	20	(98)
Sub No.		

My 1042
3/12/00

Dear Mr. Chandrasekhara Ayya

In the enclosed printed letter to the Presidency which was issued by you from Mysore, there is a misprint in para 5. The words in italics "from 12th August 1899" should be "from 12th August 1889". Anybody will be able to see at once that it is a clerical or printer's mistake, but for formality's sake.

I think the First Asst Resident
may be requested semi-officially
to correct the mistake in the
copies sent to him -

The copies in our Office
(which I believe are all with you)
may also be similarly corrected.

I am leaving by tonight's
train to Bangalore.

Hoping you are enjoying
yourself in Camp,

I am
Yours sincerely
W. L. S. R.

D.O. Bent to
Mr. J. J. H.
~~Chief of Police~~
~~Capt. J. J. H.~~
~~Capt. J. J. H.~~

ll
4-12

Section _____
No _____
11 No _____
Rakankote
4th December 1900
Dear Mr. Dobbs.

In para 5, line 6, of my
printed letter at $\frac{11}{2}$ dated 28th
November 1900 in re Railway
Police charges the figures
"1899" should be "1889". I shall
feel obliged by your kindly
causing the printers' mistake
to be rectified in all the copies
sent to you.

Yours Sincerely
S. J. R. A. Shambhoo

H. N. C. Dobbs Esq.
First Clerk to the Hon. the President

cc'd from Mr. B. Shastri
on 6.11.1900.
remitted
11/11/00

Draft put up for approval

For	15700
No.	1

4809
1.11.00.

1900

From

The J. A. Road
in Mysore

To

THE SECY. TO THE GOVT. OF MYSORE,
GEN. & REV. DEPTS.

Dated

29.10.00

Despatched

Received 1.11.1900.

General No.

5389

No.

455-89

Enclosure No.

Regarding the payment by
S. M. Ry Company of their
share $\frac{2}{10}$ of the cost of
Police Force employed on
the ceded lengths of the
Mysore State Railway

References to be marked.

sub? for order.

SN

3/11/00

Ahobalashastri will
put a short & clear
precis not later than
Monday next. (5.2) KK
13/11

No. 5589
455289

Rec

FROM

THE FIRST ASSISTANT TO THE RESID_____
IN MI

To

The Officialting Dewan of Mysore.

Dated Bangalore, 29th October 1900.

SIR,

I am directed to invite a reference to correspondence ending with your Secretary's letter No.4669/
J.397^x, dated the 12th October 1899, regarding the payment by the Southern Mahratta Railway Company of their share ($\frac{7}{10}$ ths) of the cost of the Police Force employed on the ceded lengths of the Mysore State Railway.

It was decided in September 1894 that the

Vide, First Assistant Resident's
letter No.3692, dated the 30th
October 1894.

Company was liable to this payment from the 12th August 1889,

^x
S.No. 37

the date from which the Mysore Government entertained a special Police Force for the maintenance of law and order on the railway. The Company have satisfied the claim for the years 1889 to 1894 under protest, and have now submitted to the Government of India through the Government

Letter No.952, dated the 25th
April 1900. Copy enclosed.

of Bombay a further representation

in which, while maintaining the view that they have

good grounds for objecting to pay any share of the cost of the Police for that period, they nevertheless express their willingness to compromise the matter by accepting one half of the amount paid under protest.

3. The Government of India are of opinion that the protest made by the Company is not devoid of justification. Clause 23 of the Railway Contract of the 31st August 1887 provides that the Police Force to be engaged on the line should be determined with the approval and under the authority of the Secretary of State. In the absence of such approval and authority the Durbar have no legal right to enforce their claim against the Company. But apart from this consideration the Company were given to understand in July 1890, in pursuance of the conversation between Colonel Sir Oliver St. John and Sir Sheshadri Iyer to which reference was made in Captain Newmarch's semi-official letter of the 15th July 1890 and Sir Sheshadri Iyer's semi-official letter of the 10th October 1890, that the status of the Mysore Police employed on the railway was only that of district police and that the Durbar had no claim to recover any of the cost. A copy of the marginally noted letter on

From ^{the} First Assistant Resident
to the Consulting Engineer for
Railways, Bombay, No. 2244-4529,
dated the 18th July 1890.

the subject is forwarded for the information

of the Durbar. The Company accordingly entertained a larger force of police on their own account than they otherwise would have done.

^{*}
S. No 12

^{*}
S. No 13

4. It has ~~been~~ suggested as an equitable arrangement that the police charges should be re-adjusted with effect from the 1st January 1892, which is the date from which the Company might be assumed to have fully recognised the police force supplied by the Durbar as belonging to the Company and to have utilized it accordingly. But the Government of India are unwilling to pass any orders which would have the effect of reversing their previous decision without first ascertaining the views of the Durbar. The case is one, it is considered, in which a compromise would be suitable, and the Government of India have expressed a wish to know whether the Durbar are willing that it should be decided by arbitration of a private and not too official character. A personal discussion between a representative of the Board on the one side and a member of the Durbar on the other with the Resident as umpire would, the Government of India think, probably settle the matter without much difficulty. Clause 76 of the Contract provides for -- arbitration in the event of any dispute, but the arbitration in the present case need not be of the formal -- character then contemplated.

5. The Resident would be glad to receive the views of the Durbar upon this proposal at an early date.

I have the honor to be,
Sir,
Your most obedient servant,

D. H. B.

Copy of Letter no: 952, dated the 25th April 1900, from the Secretary to the Government of Bombay, Public Works Department, Railway Branch, to the Secretary to the Government of India, Public Works Department.

In Continuation of Correspondence ending with your N^o 2123, R.C. dated the 8th November 1899, regarding Mysore Police charges, I am directed to forward for such action as the Government of India may deem fit to take in the matter, as further representative from the Agent, Southern Mahratt Railway Company, on the Subject. 2. As stated in my 2166 dated the 8th August 1898, the Government of India were in full possession of the facts of the case before giving their decision, and in your N^o 1483, R.C. dated the 7th August 1899, the Government of India have said, after examining the figures that the charges debited for the year 1889/1894 can hardly be held to have been excessive.

Clause 23 of the Mysore Contract gives entire discretion to the Secretary of State, and by Clause 25 of the same Contract, the Southern Mahratta Railway Company, are bound to accept the cost of any Police employed after the 31st August 1897 as "Stated by the Secretary of State".

(enclosure)

Copy of Letter No. 5161/2722 dated 4th April 1900, from the Agent, Southern Mahratta Railway Company, to the Consulting Engineer for Railways, Bombay.

old Mysore Police charges

B.G. R. No. 1994. of 31st August 1899

With reference to the above quoted Government Resolution, I beg to forward herewith copies of the marginally noted correspondence, and to request that my Board's proposals may now be forwarded for

Paragraph 2 of Agent's letter 1900, for the Board.
Paragraph 2 of Board's letter No. 372 of 1900 to Agent.

to the Government of India

old Mysore Police Charges.

A. L. No. 21 of 1898, Para. 2.

B. L. No. 332 of 1898, Para. 5.

I forward for the information of the Board copy of Bombay Government Resolution no. 1994 of 1899, containing the reply of the Government of India to the protest made by the Board against the payment of about Rs 80,000/- on the above account. The history of the case was very fully set forth in my printed memo. on the case of 7th September 1897, which was again summed up in A. L. No. 21 of 1898 as follows:-

"The Case as it now stands is simple. From the printed memo it will be seen that the Police force for which we are now asked to pay some Rs 83,000/- was posted without our knowledge, without the orders

of the Government of Bombay, as representing the Secretary of State, and that when this was represented to the Consulting Engineer for Railways, Bombay, we were reassured first, by being told the force had been withdrawn, and that the scheme for establishing a regular Police force was in abeyance; Secondly (when it was represented that the Police had been posted by the Durbar) by being told the Durbar had been made to understand that the status of its Police on the Mysore State Railway is only that of District Police stationed at important places for the preservation of law and order, and that it has no claim to recover any part of the cost from the Southern Mahratta Railway Company."

From the Bombay Government Resolution it will be seen that no attempt has been made to challenge the accuracy of the above statements.

It may therefore, I think, be taken
as admitted that this administration
did receive a definite and express
promise that no charge on account
of the said Police would be levied.
Secondly that this promise is now
ignored. In the face of such act
it would of course be simply useless
to go into details or to criticize the
line now adopted, which is taking
advantage of the terms of the final
clause of para 5 of your letter
no. 332 of 1898 to treat the question
as if it were one of whether or no
there are "good grounds for now
complaining of the excessive cost of
the Police charges of the Mysore
Section for the years 1889-1894".
I may however incidentally note that
the Auditor has pointed out
what seems to be a serious mistake
in the figures now put forward
in the Government Resolution
the 1898 rate for Police on the Mysore
Section is given at Rs 64/- per mile
the

the correct figure being, he reports, Rs. 94/- per mile. It is not clear how the mistake arose. Any way, the following very plain figures will show once for all that, during the years 1889 to 1895, the Mysore Government put on men greatly in excess of requirements. Of course, as we had received the distinct promise quoted above that we were not liable to ^{any} payment on their account, this was a matter of indifference to us:-

In 1889 the strength of Police (Inspector, Sub. Inspectors and Constables) employed, Bangalore to Harihar, both inclusive was - 94 men

During the periods in question, this number steadily went up till in 95 it stood at 132 -

As the result of the meeting held at Bangalore in 1898 the number 132 was reduced to 93

or by close on 30 per cent

Southern Mahratta Railway
Cdr. of paragraph 2 of B.L.
No. 372 of 1900. to the Agent.

Mysore Police Charges
A.L. No. 5700 Paragraph 2.

From the correspondence it appears that the Southern Mahratta Rail received a promise that they should be charged nothing on account of the above Police, and no attempt has been made to explain, and what appears to the Board to have been a definite, and distinct promise. This being so the Board believe that they would have good grounds for objecting to pay any share of the cost of this Police. As, however, they have already expressed a willingness to accept a reasonable charge for Police supervision since 1889, and think it not improbable that a promise was given by the Government of India to the Mysore Government that charges should be paid

in violation of the promise to the contrary
given to the Southern Maharashtra Railway
by the Bombay authorities, they are
willing to compound the matter by
accepting one-half of the Rs 83,000
already paid under protest on
its account, and they authorize
you to address Government
accordingly.

Copy of Letter no 2244-45-22. Dated
18th July 1890 from the First Assistant
to the Resident in Mysore to the Consulting
Engineer for Railways, Bombay.

In reply to your letter no 6851 of 18th
September 1889, and subsequent reminders
I am directed to inform you that
it has been clearly explained to
the Combar that the status of its
police on the Mysore State Railway
is only that of district Police stationed
at important places for the preservation
of law and order, and that it has
no claim to recover any part of the
cost from the Southern Maharashtra Company.

C. J. J. J.
Mysore

Section

No

OFFICE OF THE DEWAN OF MYSORE

Dated, Camp Mysore, 28th November 1900

The Officiating Dewan
of Mysore.

The Hon'ble
the Resident in Mysore.

SIR,

I have the honor to acknowledge the receipt of your office letter No. 5589-455-89 of the 29th October 1900, stating that the Southern Mahratta Railway Company have submitted another representation to the Government of India ancient their share of the cost of the Police Force employed on the ceded lengths of the Mysore State Railway, and enquiring whether the Durbar would be willing that the case should be decided by arbitration of a private character.

2. The Company base their representation chiefly on an alleged assurance held out to them in July 1890, that the status of the Mysore Police employed on the Railway was only that of District Police, and that the Durbar had no claim to recover any of the cost. It is necessary to refer here briefly to the circumstances connected with the alleged promise, which formed the subject of correspondence at the time between the Durbar and the Resident.

3. In September* 1889, the Durbar sent in a bill for Rs. 7,708-6-10, being 70ths of the cost of the Police Force employed on the open line of the Mysore State Railway from 1st July 1886 to the 31st July 1889. It was at the same time reported† that certain additional Police arrangements were made for the prevention and detection of crime on that line, owing to complaints of inconvenience from local officers.

*Letter No. 4689-335 dated 9th September, 1889.

†No. 4604-330 dated 9th September 1889 and D. O. dated 11th Idem.

‡Fide Mr. Crawford's D. O. dated 30th September 1889.

The Resident thereupon inquired, on a reference from the Agent of the Southern Mahratta Railway Company, whether the policemen detailed for duty were only District Police posted at the railway stations in the same way that they would be at other important places for purposes of law and order only, or whether it was intended to consider them as Railway Police having a distinct status under the contract with the Southern Mahratta Railway Company for working the line. In reply, the Durbar intimated§ that the Police force

§Chief Secretary's D. O. dated 8th June 1890.

employed at Railway stations on the Mysore State Railway did not form part of the District or Rural Police, and that while it was true they were transferred to the Railway from the District Police, they had been seconded on the latter establishment, and substitutes had been employed on full pay. It was also pointed out that, under clause 23 of the Contract with the Secretary of State, 70ths of the cost of the Railway Police was payable by the Company, and early adjustment was requested of the claim made in September 1889.

The then Resident, however, took upon himself to decide that the Durbar had no claim to recover anything from the Company on account of the cost of the Railway Police. And accordingly the Dewan, by the light of the information given by Sir Oliver St.

D. O. from First Asst. Resident to Chief Secretary, dated 15th July 1890.

Jolin, and (as was expressly stated) "under the belief that the Southern Mahratta Railway Company do not pay any such contribution to the British Government in respect of their Railway lines in British India which have been constructed and are being worked on a contract similar in terms to that relating to the Mysore State Railway," waived¶ the claim of the Durbar

¶D. O. dated 10th October 1890.
administration of the Railway line

for a contribution towards the ordinary Police

Soon after, that is, at a conference held at the Bombay D. P. W. Secretariat by arrangement made by the Resident, the Dewan ascertained that Ordinary Railway Police was paid for in part by the Railway in accordance with contract throughout the entire system, that there was no reason whatever for the omission of a similar charge from the Mysore State Railway, and that the Bombay Government would regard such a charge as nothing out of the way. The Dewan was himself, as was stated at the time always of the same opinion, but had dropped the matter out of deference to the very strongly expressed opinion of Sir Oliver St. John. But, from the S. M. Railway accounts and from what the Dewan gathered at the said conference, it was evident that Colonel Sir Oliver St. John's argument was untenable and not in accordance with what always prevailed elsewhere. Under such circumstances, the Durbar again pressed for an adjustment of the Company's share of the cost of the Railway Police.

4. The Agent of the S. M. Railway Company, however, expressed inability to accept liability for the charges claimed. *Vide enclosure to Residency letter No. 2684-455-89 dated 5th August 1893.* The position taken up by him had no reference whatever to any alleged promise to unconditionally exonerate the Company from liability. On the contrary, the objection then taken was to the effect that no application on behalf of the Company for a Police force on the Mysore State Railway had so far been made, nor had any Police force been provided under arrangements made by the Secretary of State either with the Mysore Durbar or otherwise, as contemplated (so the Company contended) in clause 23 of the Contract.

This objection was examined and effectually disposed of in the Dewan's Memorandum of the 16th August 1893, extracts from which, clearly explaining the grounds on which the Durbar's claim to contribution from the Company was based, are given below for ready reference:-

"From time to time, as portions of the State Railway were opened for public traffic, the Durbar provided a certain number of Policemen for the maintenance of law and order on them, as is done on all Railways throughout India. The Policemen were thus put upon the Mysore State Railway both before and after its transfer to the Southern Mahratta Railway Company. This was done because the authority in whom the jurisdiction vested was bound to maintain law and order, and the Durbar could not divest itself of this responsibility.

"It was only on 6th April 1888 (nearly two years after the transfer) that a copy of the Contract with the Southern Mahratta Company was sent to the Durbar, and after studying the terms of the Contract the Durbar stated, in their letter of 17th April 1888, the various points on which they desired information.

Two of the questions asked in that letter were as follows:

"The Durbar will gladly arrange for the Police Force required, under paras 23 to 25 of the Contract. Information as to requirements is accordingly requested."

These questions were replied to in the Assistant Resident's letter dated 7th March 1889. The reply regarding the Police was as follows:-

"In regard to Police, the Government of India desire for the present that the existing provisional arrangements may remain in force."

Under the circumstances above described regarding the sudden transfer of the Railway with a promised settlement of accounts after receipt of the Contract, the Company cannot with any show of reason now urge the objection of delay against the Durbar's claim. The transfer was of distinct advantage to no one but themselves, and it is unreasonable

that they should object to pay $\frac{7}{10}$ ths of the cost of Police actually maintained. Indeed they are not asked to pay it from their share of the profits but from gross earnings by way of working charges. If this be done, the share of profits which they have credited to themselves would have to be reduced by an amount equal to $\frac{1}{4} \times \frac{7}{10}$ ths of the cost of the Police.

The bill for 37 months from 1st July 1886 to 31st July 1889 came to only Rs. 7,708—6—10 because the Durbar did not go to the expense of entertaining a large Police force on the line before the development of traffic fully justified it.

The Southern-Mahratta Company are wrong in their interpretation of Section 23 of the Contract. It provides that the Secretary of State should make the necessary arrangements with the Mysore Government or otherwise for the maintenance on the line of two classes of Police force, viz:—

- (a) a force such as the Company may ask for,
- and (b) a force which the Secretary of State may think requisite for the preservation of law and order.

The present claim is in respect of a force of the latter kind. It is true that the Secretary of State did not expressly cause it to be provided, but this obviously is a matter which the Company cannot be allowed to discuss. The action of the Durbar in providing it must be construed as that of the Secretary of State and in discharge of an obvious Governmental function, regarding which the Secretary of State could not, under the circumstances of the transfer above explained, give express instructions. It cannot, of course, be contended, that "law and order" would have taken care of themselves without either the British or Mysore Government doing anything in the matter, nor can the Company assert a claim to be previously consulted in the matter by either Government.

In conclusion, it may be added that a Police force is actually maintained on portions of the Company's line situated within British India, that the Company could never claim, and probably has not claimed, to be previously consulted by the British Government in respect of this force, and that $\frac{7}{10}$ ths of the cost of this force in British India forms part of the divisible expenditure on the entire system including the Mysore State Railway, and therefore a portion of the same (i. e., $\frac{7}{10}$ ths of the cost of British Police) is being actually debited to the earnings of the Mysore State Railway.

Under such circumstances, it is impossible to imagine a juster or more reasonable claim than the Durbar's for $\frac{7}{10}$ ths of the cost of Police on the State Railway being included in the divisible expenditure of the entire system.

i. Finally in 1894, the Durbar were informed that the Government of India, "after considering the circumstances," brought to notice, were of opinion that the Durbar should receive, as an equitable arrangement, $\frac{1}{10}$ ths of the cost of the Police force for law and order actually employed on the railway from 12th August 1889, and that the Company, on the other hand, should be allowed a refund of $\frac{1}{10}$ ths of the cost of all *chowkidars* entertained by them for the purposes of watch and ward from the same date.

This arrangement, it will be seen, was itself in the nature of a compromise, the Durbar having been obliged to forego their claim to contribution for the period of a little more than 3 years, anterior to the 12th August 1889, and to accept a contribution only for the remaining period subject to a deduction in favor of the Company. I may also state, in passing, that the Durbar on their part have loyally accepted this decision of the Government of India, and paid up without question the bill presented by the Company in March last for $\frac{3}{10}$ ths of the wages of watch and ward employed and paid by the Company from 12th August 1889 to 31st December 1894.

6. The Company, however, procrastinated payment of their share of the contribution awarded by the Government of India in 1894. And it was not till June 1898, and at the instance of the Consulting Engineer for Railways at Bombay, that the Board of Directors of the Company made up their mind to settle the long outstanding claim of the Durbar. Even this was only made under protest,

Residency letter No. 3353-455-89 dated 8th July 1898.

and on the condition that the Durbar would be prepared to refund to the Company such sum, if any, as the Government of India might see fit to award on a further representation which the Company might make to Government.

7. The "further representation" made by the Company appears, from the observations made by the Bombay Government in para 5 of their letter No. 2166 dated 8th August 1898, to have contained nothing that was not already before the Government of India when they passed their orders of 28th September 1894. But such as it was, it was submitted to the Government of India, at the earnest request of the Board of Directors, and on their expressing "their willingness to accept a reasonable charge for Police supervision since 1889."

8. The Government of India, after again carefully considering the matter and finding that the average cost per mile charged by the Durbar was only Rs. 67-85 against a much higher rate on the Southern Mahratta Railway (excluding the Mysore Section), observed as follows:—

Letter No. 1483 R. E. dated 7th August 1899 From the Secretary to the Government of India, P. W. D.

"It would seem from the above figures that the charges debited for the years 1889-94 can hardly be held to have been excessive.

"The Government of India are aware that the cost of the Police on the Mysore Section is heavy as compared with other lines, and a revised scale of establishment involving a saving has recently been sanctioned, (*vide* Public Works Department No. 510 R. E. dated 18th March 1899,) but there do not appear to be good grounds for now complaining of the excessive cost of the Police charges of the Mysore Section for the years 1889 to 1894."

9. The Company now seek, for the third time, to procure a reconsideration of the same question, on grounds which have already been shown by the Durbar to be untenable, and rejected by the Government of India in 1894 and again in 1899.

10. Under these circumstances, the Durbar earnestly and respectfully deprecate any re-opening of the twice reiterated decision of the Government of India, which has, moreover, been already duly given effect to by the adjustment of the payments due by both parties. In thus frankly and unreservedly expressing their views, as requested in your letter under advertance, the Durbar beg to conclude with the remark that, had it been possible for them to accept any reference to arbitration on matters that cannot justly be considered to be any longer open to dispute, they would most gladly have accepted an arrangement by which you yourself would be constituted the umpire.

I have the honor to be,

Sir,

Your most obedient Servant,

M. M. M. M.
Offg. Dewan

L
28-11-00

The decision of the Govt - India is in favour of

11/19
2-4-01. 1901 Pol. 1598.

From Section Do the First Assistant to the Resident in Mysore
File No 15710
Serial No 3
To Dewan

THE SECY. TO THE GOVT. OF MYSORE,
GEN. & REV. DEPTS.

has now to be done is to pay the amount due by them on account of Police charges from 1st March 1896. The amount due prior to 1st Jan 1895 having been paid under protest. A bill for the amount due from 1st Jan 1895 to March 1896 was sent to 1st Assistant Resident for adjustment with the Mca letter to 3254

Dated 1/4/01
Despatched
Received 4/4/01
General No. 1753
No.

Enclosure No.

37/8/00 (S no 88, open file)
A reply has been received from the Presidency regarding the claim of the Dewan for the Police charges on Kotar sub. (vide section 2, open file). A further reply is promised as regards the amount due by the S.M. R. Co.

Stating that the Govt. of India have decided to adhere to the order communicated to the Dewan in letter No: 3692 of the 30th October 1894, regarding the payment by the S.M. Ry Company of their share of the Cost of the Mysore Police force employed on the leased lengths of the Mysore State Railways.

References to be marked.

J. F. No 23 of 1892-93 put up.
MB
6/4/01

Submitted to Secy with ref to

Is this adjusted periodically? Who sees to Recy (is it by a Rev. Dept? or Police? Yes)

1 Yes but the S.M. R. Co has no liability to pay since March 1896 when the Ry jurisdiction was ceded to the Govt of India
2 The Police Dept

By the reply from the Govt of India. Awaiting further reply from the Dewan's remarks. 10/4/1901

No. 1753

From

The First Assistant to the Resident in
Mysore.

To

The Dewan of Mysore.

Dated, Bangalore, 1 April 1901.

Sir,

I am directed to acknowledge the receipt of your predecessor's letter No.11 D. dated the 28th November 1900, regarding the payment by the Southern Mahratta Railway Company of their share ($\frac{7}{1}$ th) of the cost of the Mysore Police Force employed on the ceded lengths of the Mysore State Railway.

2. In reply, I am to state that, after again carefully considering the case, the Government of India have decided to adhere to their orders communicated to the Durbar in this office letter No.3692 dated the 30th October 1894 and to the views expressed in their P.W.

Department letter No.1483 R.E. dated the 7th August 1899 a copy of which was forwarded with this office endorsement No.4723 dated the 24th October 1899.

I have the honor to be,

Sir,

Your most obedient servant,



First Assistant Resident.

nb .

Handwritten notes:
The enclosed letter
has been received
by the Dewan on 9th
April 1901
3.4.01

13749
25-5-01.
1901

From

Section 128
File No 15700
Serial No 4

The 1st Asst. Secy. to Govt.

Lot 1871

To The Dewan

THE SECY. TO THE GOVT. OF MYSORE,
GEN. & REV. DEPTS.

Dated 18th May 1901

Despatched

Received 30/5/01.

General No. 2467
No.

Enclosure No. /

Forwarding for remarks,
Copy of letter from the
Consulting Engineer for
Railways at Bombay
re the payment by the
S. M. R. of $\frac{7}{10}$ of the
Cost of the old Mysore
Police employed on the
Mysore State Railway

References to be marked.

Recd 20/5/01
392-early
11/01

Copy of letter No.1486 dated the 11th April 1901
from the Consulting Engineer for Railways at Bombay, to the
Honorable the Resident in Mysore.

I have the honor to advert to the correspondence
ending with Bombay Government Resolution No.967 dated 10th
April 1901, communicated to you under that Government let-
ter No.968 of the same date, regarding the payment by the
Southern Mahratta Railway Company of 7/10ths of the cost
of the Old Mysore Police employed on the Mysore State rail-
way and, in doing so, to observe as follows.

2. The claim of the Durbar for the period 10th
August 1889 to the ~~31st~~ December 1894, was paid by the
Company in 1898 (Vide my No.5289 dated the 1st July 1898).

The Durbar's bill for the period 1st January 1895 to
10th March 1896, the date on which jurisdiction over the
Bangalore-Harihar Section of the Mysore State Railway and
over the Hindupur Railway was assumed by the British govern-
ment was received with your No.6179-455 A/89 dated the 22nd
November 1900.

This bill has been forwarded to the Agent, Southern
Mahratta Railway Company for early adjustment.

3. I observe that the bills submitted by the Dur-
bar show the cost of police employed not only on the Mysore
Harihar Section but also on the Nanjangud and Hindupur
Railways from the time they were opened for traffic up to
the 10th March 1896. In this connection, please see for
instance,

(a) enclosures 28 (a) & 29 to your letter to the address of the Government of India Foreign Department No.2951-455/89 dated 30th August 1893.

(b) enclosures to your No.779 dated 22nd February 1899 &

(c) the bill for the period 1st January 1895 to 10th

March 1896 forwarded with your No.6179-455 A/89 dated the 22nd November 1900.

4. The claim of the Mysore Durbar in connection with these old police charges was based on clause 23 of the Mysore Railway Contract- Vide para. 1 of your letter to the Foreign Department No.2951-455/89 dated the 30th August 1893- and the claim has always been consistently referred to by you, and understood by me, as relating to the Durbar Police employed on the Mysore Harihar Section i.e. the Mysore State Railway- Vi clause 6 of the Mysore Railway Contract.

5. The Nanjangud Railway was built as an extension of the Mysore State Railway under clause 57 of the Mysore Railway Contract and remained an integral part of that line up to the 30th June 1892, on which date it was purchased by the Mysore Government and leased by them to the Southern Mahratta Railway Company- Vide Bombay Government Resolutions Nos.694 and 2318 dated the 31st March and 23rd November 1892 respectively, (communicated to you under that Government No.695 and 2319 of 1892 respectively).

6. The Hindupur Railway was, as you are aware, constructed out of Durbar funds and by Durbar Agency and subsequently leased by them to the Southern Mahratta Railway Company for working.

7. In these circumstances, the question arises as to whether the orders of the Supreme Government conveyed in their No.3001 G. dated the 28th September 1894, 1483 R.E. dated the 7th August 1899, and No.443 R.E. dated 1st March 1901, can be

held

held to apply to charges for Police employed on the Nanjangud Railway from the 1st July 1892 to the 10th March 1896 and on the Hindupur Railway from the date of its opening for traffic to the 10th March 1896. In my opinion they do not so apply and the bills would appear to require amendment accordingly.

8. I should, therefore, be greatly obliged if you will kindly favour me at your early convenience with your views on this point.

9. I should also be obliged if you will kindly let me know whether I am correct in assuming that the entire cost of the Police employed on the Mysore-Bangalore Section of the Mysore State Railway and on the Nanjangud Railway, subsequent to the 10th March 1896, is to be borne wholly by the authority exercising the jurisdiction i.e. the Durbar.

I am led to ask this question because

- (i) no bills have been preferred by the Durbar as yet on account of this Police and
- (ii) on another Railway under my control, belonging to a Native State jurisdiction over which has not been ceded the entire cost of the Police is borne by the Durbar.

No. 2467

The Resident's Office.

Bangalore, 18th May 1901.

Copy of the foregoing letter is forwarded to the Dewan of Mysore for favour of remarks.



For First Assistant Resident.

Recd 20/10/01

No. 52/0

FROM C. L. S. Russell, Esquire, I. C. S.

THE FIRST ASSISTANT TO THE RESIDENT IN MYSORE.

To

Section	20 (The Dewan of Mysore)
File No	157-CC
Serial No	5

Dated Bangalore, the 19th October 1901.

*Subject

Forwarding for remarks copy of letter No. 1486 of 11th April 1901 from the Consulting Engineer for Railways at Bombay regarding the payment by the Southern Mahratta Railway Company of 7/10th of the cost of the old Mysore Police employed on the Mysore State Railway.

SIR,

I am directed to invite attention to the communication noted on the *margin and to request the favor of an early reply.

No. 2467 dated 18th May 1901.

I have the honour to be,

Sir,

Your most obedient servant,

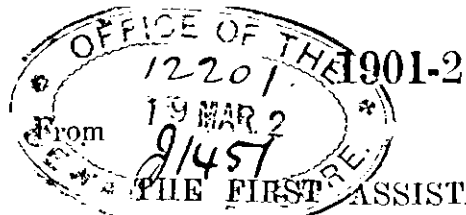
C. L. S. Russell

First Assistant to the Resident.
V.S.

Subsequent Reminder

No.

Dated



Recd. today
19-3-02

To

Col. C. S. S. / 3

THE DEWAN OF MYSORE.

Section	DO
File No.	12118

Serial No. 6

Dated

11 - 12 - 1901.

Despatched

Received

General No. 6176.
No.

Enclosure No.

Reminder - Regarding the pay-
ment by the S. M. Railway
Company of $\frac{1}{10}$ th cost of the
Police employed on certain
railways for a certain period.

References to be marked.

just

No. 6176

Recd 11/12/01 H
H
Recd in office
19/3/02

FROM C.L.S. Russell Esquire, I.C.S.
THE FIRST ASSISTANT TO THE RESIDENT IN MYSORE.

To

The Dewan of Mysore.

Dated Bangalore, the 11th Dec 1901.

*Subject

Sir,

Forwarding for remarks a copy of a communication from the Consulting Engineer for Railways at Bombay regarding the payment by the Southern Mahratta Railway Company of 7/10th cost of the Police employed on certain railways for a certain period.

I am directed to invite attention to the communication noted on the *margin and to request the favor of inquiry when a reply may be expected.

No. 2467 dated 18-5-1901.

I have the honour to be,

Sir,

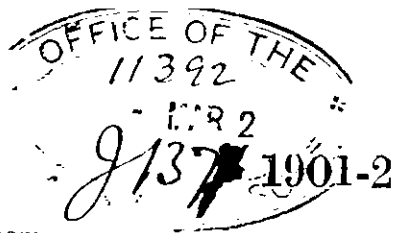
Subsequent Reminder

Your most obedient servant,

No. 5210 dated 19-10-1901.

L. Russell

First Assistant to the Resident.
05.



J1377

From

THE FIRST ASSISTANT TO THE
HON'BLE THE RESIDENT
IN MYSORE.

To

Pol. 1305
THE DEWAN OF MYSORE.

No.	137
No.	137
Serial No.	1

Dated 24 - 2 - 1902

Despatched

Received

General No. 984
No.

Enclosure No.

Reminder - Regarding the
payment by the S. M. Ry.
Company of 1/10th cost of
certain Police employed on
railways in Mysore.

References to be marked.

Indl.

Draft - Reply Sub

No. 984

Recd 24/2/02

24/2

und
27. II. 02

IN MYSORE.

Recd in office
1/3/02

FROM

C. L. S. RUSSELL Esq., I. C. S.

FIRST ASSISTANT TO THE RESIDENT

TO

The Dewan of Mysore.

Dated Bangalore, 24 Feb. 1902.

SIR,

I am directed to invite attention to the communications^① noted on the margin, regarding the payment by the Southern Mahratta Railway Company of $\frac{7}{10}$ the cost of certain Police employed on railway in Mysore and to ask that you will be so good as to favour the Resident with a reply at your earliest convenience.

No. 2467 dated 18th May 1901
" 5210 dated 19th October 1901
" 6176 dated 11th December 1901

I have the honor to be
your most ^{Sir} Obedient Servant

L. Russell.

1st Assistant Resident.

OFFICE 12092
1901-2

1444
105

From

THE FIRST ASSISTANT TO THE
HON'BLE THE RESIDENT
IN MYSORE.

To

106 1418

THE DEWAN OF MYSORE.

Dated

12-3-1902.

Despatched

Received

General No. 138/
No.

Enclosure No.

Inform the Compt-
of this (Copy need
not go. *Handwritten signature*
30/3/1902

as v. l. exp. does not seem

Carried apto (three)
Section
No. 157-00
rial No.

Forwarded a copy of a letter No 11111
Dy 1/2/02 from the Consulting
Engr. for Railways, Bombay
stating that the charge of
Rs. 18,156-10-6 debitable to the
S. M. Ry. on account of the cost
of the Police Force maintained
by the Durbar on the Bangalore
Nanjangund line has been
adjusted in the Accounts of
Ry. by credit to the Durbar
thru the Exchange Account
with the Civil Dept, Madras,
for Decbt. Crpt &c.

References to be marked.

jud
may copy of this be
sent to the Comptroller
M. O. 7

Copy of letter No.1114 dated the 1st March 1902, from the Consulting Engineer for Railways, Bombay, to the hon'ble the Resident in Mysore.

With reference to your No.6179-455 a dated the 22nd November 1900, forwarding a statement showing the details of the cost of the Police Force maintained by the Mysore Darbar on the Bangalore-Harihar line including the Hindupur section and on the Bangalore-Nanjangud line from January 1895 to March 1896, I have the honour to state that the charge of ₹18156-10- debitable to the Southern Mahratta Railway Company has been adjusted in the Accounts of the Railway by credit to the Mysore Darbar through the Exchange Account with the Civil Department, Madras, for December 1901, under the head "IV-Items adjustable by the P.W.D. (Ry)".

2. I request therefore that you will kindly cause the necessary debit to be raised by the Accountant General, Madras, in his Exchange Account with the Southern Mahratta Railway.

3. I beg to explain that the company have taken up with His Majesty's Secretary of State the question of their liability to pay these old Mysore Police charges. The adjustment above referred to has therefore been made by the Agent "under protest without prejudice to any claim by the Company that may be

subsequently substantiated", and on the understanding that
any readjustment that maybe necessary when the question is
inally disposed of will be carried out without delay".

o. /387.

The Resident's Office.
Bangalore, 12th June 1902.

Copy of the foregoing letter is forwarded to the Dewan
of Mysore with reference to his Secretary's letter No. 3254/J.340
dated the 31st August 1900.

L. Russell H.

First Assistant Resident.

Recd 12/2/02 H
unt
13. III. m

Section	120-1
File No	117
Serial No	9

Subs to Shree -

11
7.12.01

2650
27.12.01.

[Here enter copy of letter
N^o: 1486 dated the 11th April 1901
from the Consulting Engineer
for Railways at Bombay, to the
Hon'ble the Resident in Mysore
and Endorsement N^o. 2467 date
the 18th May 1901 from the First
Assistant to the Resident.]

15883-5
J. 1357 J. 20-3-02

Copies of the above are
forwarded to the
Inspector General of Police
Secy to Govt for Railways
Comptroller to Mysore Govt

for favor of opinion on the
subject, with the following ob-
servations :-

Section 2

Section 23 of the "Mysore Contract" of 31st August 1887 provides that $\frac{7}{10}$ ths of the Cost of providing and maintaining the aggregate force of police employed in relation to "the undertaking" (or any part or parts thereof) should be borne by the Southern Mahratta Railway Company.

2. In the Contracts for working the Nanjangud Branch and the Bangalore-Hindupur lines, a general clause (clause 6) is inserted that these agreements shall be understood as far as may be as supplementary to the provisions contained in the-

Mysore Contract and the said provisions shall apply as far as may be to all matters not expressly provided for therein . .

3. Under these circumstances and in the absence of other data, Govt are led to think that they were quite right in including the Police charges incurred on these lines in the bills sent in by them . .

4. The presumption drawn in para 9 of the Consulting Engineer's letter does not seem to be based on correct grounds . The Comptroller and the Inspector General of Police are requested

to state why no bills have
 been sent in subsequent to
 the 10th March 1896 in respect
 of the Mysore - Bangalore and
 the Nanjangud Railways.

5. The favor of a very early
 reply is requested.

By order

(Init) H.V.N. *Issue*
Am
 Secretary. 9/3

Hy
 17.12.01

449

This routine draft
 might have been
 issued without let
 out for any reason
 I am sorry for the
 delay it has made
 This may now be
 issued. Instead
 waiting for the
 reply let a reply
 be drafted on the
 lines of Mr Chandra
 Sekhara's reply
 which appears to
 me to be quite
 sound & submitted
 for order very early

17.11.02 *WHD*

Note.
 (Reminder from Presidency No 6176 of
 11.12.01 is put up herewith)

Draft to
 very early please
Am

9/3
 Draft submitted
 4/3/02
 22.9.02
 29.12.02
 1.1.03
 2.1.03
 3.1.03
 4.1.03
 5.1.03
 6.1.03
 7.1.03
 8.1.03
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 27.1.03
 28.1.03
 29.1.03
 30.1.03

No: 886.

MYSORE STATE RAILWAYS.

Central Office.

Bangalore, dated 21st March 1902.

From

Col. D. McNeil Campbell,
Secretary for Railways,

Government of Mysore.

Section	54
File No	7.88.
Serial No	10

To

H.V. Nanjundiah Esquire, M.A.M.L.,

Secretary to the Government of Mysore,

Revenue and General Departments,

Bangalore.

Sir,

With reference to your Memo No. 15683-5/1357 dated the 20th instant, I have the honor to inform you that I am of opinion that under clauses 23 & 26 of the Working Agreements, the Southern Mahratta Railway Company should bear 7/10ths of the Police charges on the Bangalore-Hindupur and Nanjangude Railways, and that the presumption drawn in para 9 of the Consulting Engineer's letter does not seem to be based on correct grounds.

I have the honor to be,

Sir,

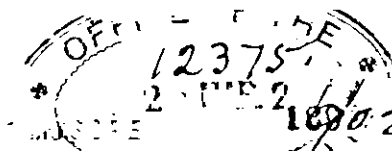
Your most obedient servant,

 Colonel.

Secretary for Railways,

Government of Mysore.

Bf.



MYSORE STATE RAILWAYS.

107

No. 886

From

Col. D. McNeil Campbell,
Secretary for Railways,
Government of Mysore.

To

H. V. Nanjundiah Esqr, M.A.M.L.
Secretary to the Govt. of
Mysore, Rev. & Genl. Depts.
Bangalore.

Dated Bangalore, 21st March 1902.

Despatched

Enclosure No.

SUBJECT

Informing that the Southern
Mahratta Railway Company should
bear 7/10ths of the Police charges
on the Mysore State Railway Lines.

Just
25.5.02

This being a reply
to our inquiry has
inf to be filed
30/3

Section	1001
File No	157-26
113.	11

Date 4.4.02

No. $\frac{16319}{71419}$
So

The First Assistant to
the Resident

Sir

I am directed to
acknowledge the receipt
of your letter No. 2467
dated 18th May 1901 for
the consideration of
the Durban copy of
letter No. 1486 of the 11th
April 1901 from the
Consulting Engineer for
Railways at Bombay
raising the question
whether the Southern
Maharatta Railway

Company is liable to
contribute $\frac{7}{10}$ ths of
the cost of Police
employed on the
Mangalore and Mysore
Railway lines, from
the time they were
opened for traffic
to the 10th of March
1896 and ^{also} ensuring
whether he was
right in assuming
that the entire cost
of the Police employed
on the Mysore-Bangalore
section of the Mysore
State Railway and
in the Mangalore
Railway, subsequent
to the 10th March 1896
will be borne wholly
by the Durban ^{Govt}
with remainder, then
In reply, I am

directed to state in
the first place that
the Dui ban 'cannot',
for the following
reasons, agree with
the contention of
the Consulting Engineer
for Railways, that
the claim of the
Mysore Government for
Police charges relates
only to the Police
employed on the
Mysore - Harihar
section and not on
the Mangalore and
Hindupur Railway

Section 23 of the
'Mysore Contract' of 31st
Aug 1887 provides
that $\frac{7}{10}$ ths of the
cost of providing

and maintaining the
aggregate force of
Police employed in
relation to the
& "undertaking" should
be borne by the
Southern Maharashtra
Railway Company.

The expression "the undertaking" as
defined in Section 1,
meant practically the
line from Hysore to
Gubbi then Pen and
the 'projected extension
from Gubbi to Hanbar
But Section 57 provided
for certain extension
of the Hysore Railway
being constructed at
the direction of the
Secretary of State, by the
Company. Two of such
extensions being (1) from
Hysore to the foot of
the Nilgiris and (2)
from Junnar to Hindupur.

and in the event of
any such extension,
the Contract (of 31st
Aug 1887) was to take
effect as regards that
extension also.

The Consulting Engineer
in para 5 of his letter
states that the Hangchow
Railway was built
under the above clause.
It follows therefore that
the provision about
Pier charges contained
in S. 23, should also
be applicable to that
line.

Further, the Agreement
of 14th Dec 1899, regarding
the Hangchow Railway
was taken to have
commenced and come
into force, from the
1st of Dec 1891 and
was to be in force.

Ull the 30th June 1902
Under s. 22 of this
Agreement, it was
provided that all
Public services to be
rendered by the
Company were to
be performed on the
same general conditions
and at the same
rates and under the
conditions as in
force under the Mysore
Contract. Also s. 26
declared that the
Hanjangud agreements
should be understood
as supplementary to
the Mysore Contract
and that the provisions
of the latter
should apply to
all matters not
expressly provided
for in the former
The Undersigned

Railway ^{was} ~~appears on~~
^{it is true} ~~the other hand~~, as stated
in para 69 the
Consulting Engineer's
letter to have
~~been~~ ^{State} cons. funded and
of ~~State~~ ^{State} funded and
by ~~State~~ ^{they State} Agency.
But the Agreement
of 14th Dec 1859, by
which this line was
leased to the Southern
Maharatta Railway
Company and which
Agreement came into
force retrospectively
on the 17th Sept 1853
~~embodies~~ ^{embodies} the
same provisions as
'to its relation' to
to the Mysore Ambar,
as the Mangalore
Agreement (Vide its
Sections 22 & 26

Under these
there cannot be any
doubt, that the Durbar
have rightly included,
7th of the cost of the
10
Police employed on the
Kanjarpur Railway from
the 1st July 1892 and on
the Hindupur Railway
from the date it was
opened for traffic, to
the 10th March 1896, in
the bills sent by them

With regard to the
assumption made by
the Consulting Engineer
in para 9 of ~~the~~ his
letter that the Durbar
would bear the entire
cost of the Police employed
on the Mysore-Bangalore
section of the Mysore
State Railway and on
the Kanjarpur Railway
subsequent to the 10th
March 1896 I am to
add that the Durbar

See no reason why they
Dunbar should forego
the contribution by
the Southern Electric
Railway Company toward
 $\frac{7}{10}$ of the City Police
maintained on those
lines, still claimable
from them under as
s. 23 of the 'Contract'
still imposes upon the
S. M. Ry Co. the obligation
to pay it. The necessary
bills for the amount
will be sent early

4430
1000
1. 11.02

For
4/3/02

Harry
J. 4
Lee

OFFICE OF THE
INSPECTOR GENERAL OF POLICE IN MYSORE.

No. 769

Camp Marikannu
DATED.....8th April...1902.

Enc.

FROM

B. K. Venkataraviada Dyengar Esqr
Offg: ~~THE~~ INSPECTOR GENERAL OF POLICE IN MYSORE.

TO

H. V. Nanjundayya Esqr: M.A., M.L.
~~THE~~ SECRETARY TO THE GOVT. OF MYSORE,
in the GENERAL AND REVENUE DEPARTMENTS.

SIR,

With reference to your Memo
No. $\frac{15683-5}{1354}$ of the 20th March 1902 forwarding
for opinion copy of letter No-1486 of the 11th
April 1901 from the consulting Engineer for
Railways at Bombay to the Honorable the
Resident in Mysore in re the levy of 7/10^{ths} of
the cost of the Police maintained on the Southern
Maharatta Railway in this Province, I beg to
state that, for the reasons set forth in paras 1 & 2
of your said Memo, we were right, I think,
in claiming the cost of the police on all

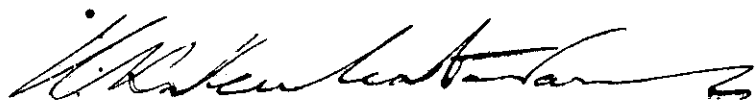
the 3 lines referred to. —

2. With reference to para 4 of your Memo under reply enquiring why bills for the amounts due on account of the police maintained on the Bangalore-Nanjangud section were not submitted subsequent to the 10th March 1896, I beg to state that I am informed that as no call for them was received from Government as usual they were not forwarded. — This is of course no proper explanation for the omission. — A bill for the amount due from the 10th March 1896 to the end of March 1902 will now be forwarded to the Comptroller for submission to Government after verification. —

I have the honor to be,

Sir,

Your most obedient servant



Offg. Inspector General of Police

13449 J/605
22-4-02

DEPARTMENT

189

Section	25
No.	157-00
Serial No.	13.

From

The Comptroller, Mysore Govt.

To

The Secretary to the Govt. of Mysore,

Rev. H. J. H. Dept.

Dated

Despatched 18 April

Received

No.

6390

No.

SUBJECT MATTER.

With reference to letter No. 1568
of 20-3-02
Stating that the terms
of the Railway Contract
have not been furnished
and this Office is therefore
unable to express any opinion
in the matter.

No 6390

DEPARTMENT
OFFICE OF THE COMPTROLLER, MYSORE GOVT.

Bangalore, 17th April 1902

18

From

E. R. SUBRAYER, Esq.,

Comptroller, Mysore Govt.

To

H. V. Rangaswamy Engineer
The Secretary to the Govt. of Mysore,
General and Revenue Dept.

Sir,

With reference to your
Office Memorandum No. 15683-
J 1357
dated 20th March 1902 regarding
the adjustment of the cost of
Railway Police, I have the
honour to state that the terms
of the Railway Contract have
not been furnished, and the
Office is therefore unable to
express any opinion in the
matter, but according to
the observations made there
by Government the claim
is justifiable.

With regard to the
question contained in para 4
of the memorandum it
has been the practice from
the commencement that the
Inspector General of Police
prepared a statement of
the cost of Railway Police
and send it to you
through this Office after
necessary check. But
subsequent to 10th March
1896 no statement has
been received from that
Office for verification
and submission to
Government.

I have the honor to be
Sir.

Yours most obedient servant
Edmund
Campbell

Yth

1464/ 1901-2 J. 1733

From

THE FIRST ASSISTANT TO THE
HON'BLE THE RESIDENT
IN MYSORE.

Section	128
File No	15115
Serial No	14

To

P.O. 1762
THE DEWAN OF MYSORE.

Dated

2nd May 1902.

Despatched

Received

General No. 2502.
No.

Enclosure No.

Forw^d Copy of audit slip
from the accountant
General Madras adjusting
certain accounts.

Copy of Audit slip No. B.H/71 Bang. dated 25th April 1902
from the Accountant General, Madras.

Reference- Endorsement of the First Assistant Resident No.
1382 dated 12th March 1902 forwarding a copy of letter No. 1114
dated 1st March 1902 from the Consulting Engineer for Railways
Bombay, to the Hon'ble the Resident in Mysore.

The undersigned has the honour to state that the bill
therein referred to has been adjusted in the Books of this
Office for March 1902 to the debit of Public Works Department
and credit of "Account current with Native States-Mysore".

No. 2502

The Resident's Office .
Bangalore, 2nd May 1902.

Copy of the foregoing audit slip is forwarded to the
Dewan of Mysore in continuation of this office endorsement No.
1381 dated the 12th March 1902.

L. Russell

First Assistant Resident.

109

Handwritten notes:
4.5.02
8.5.02
8.5.02

To

The Comptroller to the
Govt of Mysore.

Section	18468
File No	1677
Serial No	

No. 18468
1677
Date: 23rd 8-202

Sir,

S 72-880, B File

In continuation of
my office endorsement N^o
3255^x dated the 31st August
1900, I am directed to state
for your information that the
Consulting Engineer for Rail-
ways, Bombay, reports that
the charge of Rs 1815 6-10-6
debitable to the Southern
Maharatta Railway Company
has been adjusted in the
accounts of the Railway by
credit

credit to the Mysore Durbar
through the Exchange Account
with the Civil Department,
Madras, for December 1901 under
the head "IV - Items adjustable
by the P.W.D (Ry)" and that
as the Company have taken
up with His Majesty's Secretary
of State the question of their
ability to pay the old police
charges, the adjustment refd
to has been made by the
Agent "under protest without
prejudice to any claim by
the Company that may be
subsequently substantiated"
and on the understanding
that "any readjustment that
may be necessary when the
question is finally disposed
of will be carried out without

2. I am to add that the information has ^{so} been received that the Accountant General Madras, has also adjusted the said amount in the Books of his office for March 1902 to the debit of P. W. Department and credit of "Account current with Native States - Mysore".

I have etc

✓
21-502
For Secy

TREASURY ACCOUNT DEPARTMENT.

No. 7728
1184

OFFICE OF THE COMPTROLLER OF MYSORE.

Bangalore, 25th June 1902.

26

From

E. R. SUBRAYER, Esq., B.A.B.C.E.

Comptroller, Mysore Government.

To

L. Anantasawmy Rao, Esq., B.A.
The Secretary to the Govt. of Mysore,

General and Revenue Depts.

SIR,

File No. _____

Serial No. _____

I have the honor to intimate with reference to para 2 of your letter No.18468/J1677 of 23rd Ultimo, that credit for Rs.18,156-10-6 being cost of the Police Force Maintained by the Mysore Durbar on the Bangalore Harihar including the Hindupur Section and on the Bangalore- Nanjungoddy Line from January 1891 to date of transfer of the Railway Police to Imperial Government namely March 1896, has been afforded in the Madras Accountant General's Demand for March 1902.

I have the honor to be,

Sir,

Your most obedient servant,

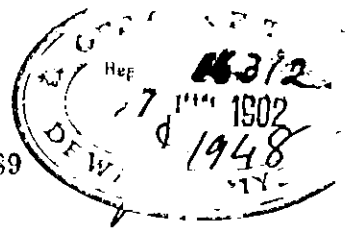


Comptroller.



Gen. 30]

189



From

E. R. SUBRAYER, Esq.,

Comptroller, Mysore Govt.

To

The Secretary to the Govt. of Mysore,

Res: Genl Dept.

Dated

Despatched

Received

General No.

No.

Enclosure

No.

In reply to

SUBJECT.

Intimating that Govt. of Rs. 18156-10-6 being the cost of Police Force maintained by the Mysore District has been approved in the Mysore Act for March.

References (to be entered only in the Dewan's Office).

J. F. No 23 of 92-93 on the subject put up.

8/4
8/6

this.

Subd. with a draft recording

Sir
26/6/92

Read: -

Section _____
File No _____
Serial No _____

Letter No. 777.8 dated
1184

the 24th June 1902 from — the
Comptroller in Mysore, intimating
with reference to para 2 of this
Govt letter No. 18468 dated 23rd
May 1902 that credit for Rs
18156-10-6 being the ^{7/10th of the} cost of the
Police Force maintained by the
State on the Bangalore-Hairhan
line including the ~~the~~ Hindupin
Section & the Bangalore-Nanjanga
line from January 1895 up to
date of transfer of Railway juris-
diction to the British Govt, has
been afforded in the Madras
Accountant-General's Demand
for March 1902.

Order Thereon. No. ¹⁹⁹⁰⁸ 21847 ⁹³ _{1/2}

Recorded

By the Comptroller of the State -

W. J. G. Jones
G. H. Rice